

SPECIAL CRANSTON SCHOOL COMMITTEE MEETING

OCTOBER 6, 2011

WESTERN HILLS MIDDLE SCHOOL

400 PHENIX AVENUE

EXECUTIVE SESSION: 6:00 P.M.

IMMEDIATELY FOLLOWED BY PUBLIC MEETING

IMMEDIATELY FOLLOWED BY PUBLIC WORK SESSION

AGENDA

A Special meeting of the Cranston School Committee was held on the evening of the above date at Western Hills Middle School with the following members present: Ms. Iannazzi, Mr. Traficante, Mrs. Ruggieri, Mr. Lombardi, Mrs. Culhane and Mrs. McFarland. Mr. Bloom was absent with cause.

The meeting was called to order at 6:09 p.m. It was moved by Mr. Lombardi and seconded by Mrs. Ruggieri and unanimously carried that the members convene to Executive Session Pursuant to RI State Laws PL 42-46-5(a)(1) Personnel, PL 42-46-5(a)(2) Collective Bargaining and Litigation (Contract Negotiations' Update – Bus Drivers / Trades People / Mechanics, Custodians), (Consideration of legal options regarding status of aid to education appropriation and legal advice relating to the same).

Call to Order – Public Session was called to order at 6:38 p.m. The

Pledge of Allegiance was conducted and the roll was called. A quorum was present. No votes were taken in Executive Session.

Executive Session Minutes Sealed – October 6, 2011. A motion to seal these minutes was made by Mr. Lombardi and seconded by Mrs. Ruggieri. The roll was called; all were in favor.

Public Acknowledgements / Communication

Ms. Iannazzi acknowledged Council President, Anthony Lupino and also the President of the Rhode Island AFL/CIO, George Nee

Chairperson's Communications

There are none.

Superintendent's Communications

Superintendent Nero – We just included about 1 ½ weeks ago, all of our Open Houses and they were probably the best ones that I have seen in a number of years. They were so well attended that in some cases, such as West, there was standing room only to get into the auditorium. Each and every one that I attended, there was enthusiasm of the faculty, staff and principals and it was an outstanding outcome. I want to personally thank the principals, assistant principals, directors and the teachers for their outstanding opening of the school year.

Mr. Nero also publically recognized the Cranston High School East

Band who have been performing on a weekly basis. Two weeks ago, they won a New England wide competition and his understanding was that this is the first time they ever won this particular kind of competition. They won two weeks ago and last week; he went on to say “Congratulations to Cranston High School East Band”. Thank you.

School Committee Member (s) Communications

Mr. Lombardi

I will be brief. I don't believe in fighting with people when they are not here to fight back.

Some of you may have read an Op-Ed piece in the Herald and I am not going to get into it in detail the way I plan to get into it in detail at future meetings but as a member of the School Committee, I'm insulted because never in the legislative process or the political process does a single member of a body purport to speak for that body and go out on a frolic of their own and write an Op-Ed piece without, at least, a notice to his colleagues. It was with great surprise that I read the Op-Ed piece by one of our colleagues in the Herald today. In fact, I happen to be in the Administration Building today with an intern of mine, to meet the Superintendent, and Mr. Nero handed me the Herald. I didn't even know anything about it. I had the opportunity to read it and I'll just answer the question of what the motivation is. The motivation is that School Committee person Ruggieri and I worked long and arduous hours in the negotiation phase with the transportation people. We had an edict from our

fellow school committee persons to go out there and get the concessions from the transportation people. We got those concessions; we came back to our committee, and our committee embraced those concessions. There is no motivation other than the fact that we bargained in good faith with the Transportation people and we obtained the necessary concessions that we are attempting to get from all of our bargaining units at all times during these very difficult times. Superimposed upon that, was the edict from the Council (the Council President is here) to undertake a study regarding privatization and we're doing that. What we did is, we asked Mr. Zisseron, Transportation Director, how much time is it going to take if we did privatize, hypothetically. He answered that it would take at least a year. There is no harm; no motivation; no side deals; nothing is going on ladies and gentlemen but the fact that we bargained in good faith with the members of the transportation unit and we obtained the necessary concessions that we could. There was no motivation. This isn't whether it's privatization vs. keeping it in-house. It's not that at all. It's getting the concessions that we needed to get from our bargaining units to fulfill our obligations, not only to you as taxpayers but to the City Council and to the Mayor who is pressing us to balance our budget. That's what the motivation is. I'm ashamed and I'm insulted that one of us would go out on a frolic of their own and suggest, "Some members of the School Committee are hastening to approve a contract". When Janice and I were negotiating, I don't think there was any hastening going on, all those many hours with Mr. Jordan and his bargaining unit. Thank you.

Mrs. Ruggieri

On a different note, last night the Sub-committee for Full-day Kindergarten met and we are just beginning (very beginning) the planning of trying to see what the fiscal and physical impact would be to offer full-day Kindergarten throughout Cranston. We met with a variety of members, administrators, principals, teachers, food service, transportation, Mr. Balducci and we assigned jobs to everyone. We'll be meeting again in another month. We will come back and have everybody report on their information. I will keep everybody updated as far as our progress on that.

Mrs. Culhane

I would just like to announce that the fourth grade science NECAP scores results are out and I believe 12 of 17 of our elementary schools all improved their scores. One of those schools was my own children's school, Eden Park Elementary, where my fourth grader helped contribute to improve those scores and they ranked far over and above the State averages. There will be a more formal report that will be forthcoming from the administration but I just think its great kudos to our district, to our administration, and our teachers for those improvements.

Ms. Iannazzi announced that we are going to proceed to our Public

Hearing.

Public Hearing

a. Students (Agenda/Non-agenda matters) – There were none.

b. Members of the Public (Agenda matters only)

Stephen Hogan, 118 Scenic Drive, (spoke on Privatization of Custodians)

(Please see attached Speech #1 – On file in Superintendent's Office)

Scott Robinson, 202 Alpine Estates Dr. (spoke on Privatization of Custodians)

(Please see attached Speech #2 – On file in Superintendent's Office)

Anthony Lupino, 15 Black Oak Court (spoke on non-privatization of Custodians)

You all know how I feel about privatization. I've been vocal about past attempts from Stephen Laffey and others. In the interim since the first talk about privatization, our workers from police and firefighters and teachers down to custodians and bus drivers, have attempted to become a part of the solution while being blamed for the problem solely. I think it's time that we stop. We have the opportunity to negotiate and, as the former speaker stated, to have some accountability with them. Time again, I looked at the savings and it's always very short-sighted. You're a captured audience after

the first contract particularly with buses and you're going to find the same with custodians. It's difficult to walk into a buildingJoel always tells the custodians to do the best that they can. There's not much you can do with an 80 year old urinal. These guys do a heck of a job trying to make it at least clean. I've yet to have someone walk into a Cranston School building and say that the 110 year old building was decrepit. They do the best they can and there is only so much you can do with 1970's orange carpet. That is the basis. I think that given the opportunity, the workers in this city have come to the table time and time again when they've been asked to bail out tough financial times. Don't take that away and keep looking at the long term picture. Look at the North American Free Trade Agreement; it was supposed to be a great thing and look at all the jobs we've lost; look at all the trade and industry that's gone away from us. Why do that when you have local control to hold on to some jobs for people whoit's always a difficult situation to take on a job that for some people is thought to be menial. I see a lot of pride in our custodians. They do a good job; they take pride in their buildings. Not that this matters, but some of these custodians are the only male presence in these buildings and they try to set a good example. They do a job that no one else wants to do; they do it well. Superintendent Nero just said that he had one of the best attendances for Open Houses throughout this last season and every single building was sparkling clean. They walked into a good situation to begin with. Please take a hard look at what is purported to be savings. I think you're going to find that it's short-term savings for a long term situation that you

won't be able to get out of. I would hope that you do the right thing for the bus drivers tonight and the custodians.

Thank you.

George Nee, 106 Welfare Ave., President of the RI AFL/CIO

I'm a proud member of the Cranston community. I've had my children educated in the Cranston School system and they are all a lot smarter than I am today so that means that we've made some progress. Privatization, very simply, is a short sighted, risky gimmick that will reduce quality and probably will not save any money and undermines the hard work of the people who have done these jobs for many, many years. It's really smoking mirrors that can tell you anything. History shows from research that a lot of promises are made; a lot of promises are broken and now you're stuck. More importantly than that, I think that you're sitting there and you have to ask yourself a very simple fundamental question. What message are you giving to the hard working custodians and other employees of the Cranston School System? What are you saying about loyalty? What are you saying about dedication and values? Does that mean anything? It should. These custodians come to the schools every day. They get up and work hard and do their job; they make these schools the schools that they are. They are integral to the education system. What your saying by privatizing to them, the citizens of the city and to the children is that doing a good job and being loyal means nothing. You become expendable because some corporate entity from out of state can come in here and sell you a bill of goods based on false

promises. I think you're all a lot smarter than that. I know you're all a lot smarter than that. Do you have an obligation to look at different things? Sure. But you know what you have now. You have good, hard working people who have done their job. When you've asked them to come to the table; to compromise and to meet the challenges that we all face in the community, they've stepped up to the table. To engage in a process now of throwing these people out of work; anybody can come in here and say they can save you a lot of money. It can't be just about money. It's got to be about loyalty. We have thousands of people demonstrating tonight in this country because people are getting sick and tired of corporations. They are getting sick and tired of middle class being kicked around. They're getting angry and this isn't the time for this school committee to start engaging in municipal greed and start to look at just the bottom line. We have to look at people who have dedicated their lives to making this a great school committee. At the end of the day, I would ask you to look these people in the eye and say, "loyalty means something; hard work means something; dedication means something", because that's the message we want our children to learn from and that's the message you can give these folks and the other people tonight that you value those things also. I would ask you to please reject any effort to privatize these jobs and make these people have that anxiety go away so they can continue to be the great workers that they are today. Thank you.

Ken Rouleau, 66 Nelson Rd.

I want to mention the accountability factor. These companies that came here and measured their success because each one of them opened up their presentation by telling you how successful they were by how many millions they were built on. I want my success measured on the accountability to the School Department and the Superintendent. I think if there are any problems that arise involving the students, the janitors, the interaction with the students, or any problems in the community with the janitors, these companies are going to be accountable to their table of organization when you have these outside organizations and their millions. For us to think that they will have any accountability to our school department is just false. I remember my great teachers; but I also remember my great janitors. I went to Valentine Almy for my first three years of school and the only person I remember in that school was a jovial singing janitor, named Mr. Reed. I don't mention him because he produced Senator Jack Reed, I mention him because he was that jovial because he had made a living wage and had a house in Auburn that he brought his family up. I remember Joe McEtric. When we couldn't run outside, he would change his schedule so we could run the stairs in the corridors. He changed his schedule. A relationship was made. I think that's important as a community. We hire full time workers that they get a living wage. If we do this, the presentations that I heard, nobody can live on those wages. Nobody raises a family on those wages. How many people actually live in Cranston? We push them on another community in RI. It's ridiculous. I'm asking you to negotiate with these people. I know they are willing to provide some

savings. Give them the chance. Let's get this together and let's keep this community, a community. Let's not cave into this. Thank you.

Dick Tomlins, 400 Farmington Ave.

Told a story, which did not do with the contracts, which is regarding his granddaughter going to a private school. Also spoke of his articles and how we have to get back to local education in the classroom and we got to fight for what's right. If we do, regardless of what the state says; regardless of what the federal does, I think somehow we can lead the way. If someone says we can't do that with all the rules and regulations, he says that we can. I applaud what I've heard here tonight by the Superintendent and Mrs. Culhane and I'm sure it will continue. On the contracts, I took a different reading of what Mr. Bloom wrote. Mine comes down like the Herald editorial on the same page. You got to have a very thorough study of any of these things. I've done that for most of my career. We call them buy/sell agreements. You have to do a thorough study. Your responsibility, first and foremost is to the tax payers and that includes every employee in the City. If we don't then things are going to come down that you might not have any control over and it's going to be forced upon us. You have to make the best decisions you can for the finances of the City otherwise, everybody suffers, including every employee. My concern is ...I know you have the study coming up and I applaud that. Mr. Tomlins continued to speak about his own experiences in regards to this issue.

You got to look at this from the ground up; you got to have an open

mind and if you do that, you'll come to the right decision. Thank you.

Fred Latille, 4 Doric Ave., Acting President of Local 153 Custodians Union

I've been here for 27 years. I never thought I would have to come up here and speak to the School Committee or anybody about my job. I take it serious; I work hard at my job; I don't want to lose my job. I need my health care; I need my paycheck. I want a roof over my head. I raised my kids in Cranston; I lived in Cranston for 42 years. My parents brought me up in Cranston. It is very important to me and to my entire custodial bargaining unit that we keep our jobs and our health care. We work very hard. We do anything and everything that the School Department asks of us to do. From going up on your roofs and shoveling snow to keep the kids under those roofs safe. This is an important thing to all of us. We work hard and we assist everybody. The teachers, the administrators, even the students in the schools, we assist. We bend over backwards for everybody. And now I'm asking you people to help us keep our jobs and keep our people going. These guys are really, really loyal, dedicated employees to you. Have been and always will be. The private companies come here and tell you about the savings in five years; what are you getting for it. You're not going to get what you're getting now. You have control over us. Please take into consideration that we are not good speakers but don't do this to us. Sit down at the table and work with us. Thank you.

Ray Casale, 1072 Pippin Orchard Rd.

My children go to Cranston Schools. Most of the custodians here; their children go to these schools. We have a vested interest. It's more than just a job. We enjoy being with the kids. I enjoy going to some of the CLCF events and seeing the children there. I come back to school the next day after a weekend and there are high fives when they see us. We support the trades' people and anything that we can assist them with, we do. If there are floods in the building or something happens in the bathroom, they call us and we handle it. We don't know if other private companies are going to do this. Paying taxes in Cranston, I know what it's about. It's expensive to live here in Cranston and in the state. I don't believe I can survive on what they are offering for pay. I have a wife, house, children, a pet and I'm afraid I might have to sell my house. I don't want to do that. I've been here for 15 years and most of us are life-timers. Thank you.

Jacqueline White, 36 Wain St.

I'd like to begin by respectfully disagreeing with Mr. Tomlins. You're job as school committee members is not to worry about the tax payers; it's to worry about the kids education in this city. Your job is to provide the best possible education you can at a reasonable price. Have you been doing your job; yes you have. You've been renegotiating contracts. I know that the teachers just gave you back \$3 million. I know other unions have given back and I'm sure this one will too. You're doing your jobs but don't get in the cross fire of politics please. We don't need politics coming into this. Mrs. White

spoke about a magazine from 1990 that she found in the doctor's office, about the State of Connecticut privatizing everything in the School Department and what happened after they did it, with no savings at all. If you go all private, you are making the biggest mistake for the City of Cranston. If you start with custodians; then the bus drivers; next it will be teachers. The bottom line is, across the country and especially in this State, we are going union busting. That's not where we should be because without those unions, people will be making \$2.00 per hour. Let's go back to years back. I for one worked in private industry for 35 years. I was an accountant. I was working 65 hours per week, 13 weeks out of the year. After 35 years, no benefits; no nothing, I was making \$35,000 for a salary. Would you go work for that? You don't have to. I went five years without a raise. I was on the school committee and I sat in those chairs. I know what it is to try to cut dollars. I did it for 16 years. It's not an easy job. You guys don't have an easy job. I feel you've been doing a great job. The unions here in the Cranston School Department have always been very fair to us. This custodial union has always been the most fair. Whatever we asked of them...and we went to the table three times with them. They were always very good about coming back and saying they would help us out. So are the other ones. Please don't do it. You're making a big mistake. Next it will be the entire School System. You're making a huge mistake.

At this time, Mrs. White spoke on another article pertaining to Chicago, which did not work out there either. Keep in mind; they are there for profit not to service our kids. You have full control right

now. You have no idea who they hire or where they are coming from.

Please don't make this school department go down the tubes. I know you need money. You can get it by renegotiating your contracts. Talk to these people. Thank you.

Arthur Jordan, 35 Lincoln Park Ave., (Spoke on Bussing Privatization)

On the Bus Driver Contract, I met with Mr. Lombardi; we had negotiations; they were fair; they were tough and my members; you're employees saw there was a need to help in finances and they've made huge sacrifices. They've waited patiently. We've tried to be as cooperative as we possibly can. One in the hand is better than five in the bush. You have money on the table right now; you should come and take it. That's my thought on the bus drivers. As far as any bargaining unit in this school district they can all be underbid. It's a matter of the services. The only one that can't be underbid is this group because you all work for free and I admire that.

I don't know how it happened; but I don't represent you. There's an inherent value to your employees that no one ever puts a price tag on. The 20 years experience that some of these custodians have. These buildings are like their homes to these custodians. They know them; when the issues come up, they know what to do. I agree with Steve Hogan. Most of them do live in this community. I know that this city has something that's called a community. Where are our community values? How will employees, at the salaries they are talking about, continue to live here in our City? I still say that the numbers don't match nor do the services. Thank you.

Consent Agenda / Consent Calendar

The proposed consent agenda this evening is for Resolutions: 11-10-01, 11-10-02, 11-10-03, 11-10-04 and 11-10-05. Moved by Mr. Lombardi, seconded by Mrs. McFarland and unanimously carried. (Mr. Bloom absent with cause)

Superintendent Nero, at this time, recognized the new teachers and asked them to stand to be recognized. Superintendent Nero also recognized a new Department Chair at Bain, Candace Mendes who is leaving Central Falls to serve in this capacity in Cranston. Mr. Nero also recognized the new two Program Supervisors in Library Media and Technology, Susan Rose and David Regine.

RESOLUTIONS

PERSONNEL

NO. 11-10-01 – RESOLVED, that at the recommendation of the Superintendent, the following certified personnel be appointed for the 2011-2012 school year:

Kerri Lapierre, Step 12 + MA

Education...PC, BA RIC, MA

Experience...Central Falls School Department

Certification...ESL

Assignment...Itinerant 1.0 FTE

Effective Date...September 2, 2011

Authorization...Replacement

Fiscal Note...21513060 51110

Debra Favicchio, Step 12

Education...RIC, BA

Experience...CPS Retiree

Certification...Secondary Math

Assignment...CACTC .5 FTE

Effective Date...September 21, 2011

Authorization...Replacement

Fiscal Note...50274124 51110

Christine Smith, Step 1

Education...RIC, BA

Experience...CPS Substitute

Certification...Art PK-12

Assignment...Itinerant .6 FTE

Effective Date...October 11, 2011

Authorization...Replacement

Fiscal Note...12112370 51110

Candace Mendes, Step 12 + MA

Education...RIC, BA, PC, MA

Experience...Central Falls

Certification...Special Ed Elementary\Middle

Assignment...Bain Special Ed Department Chair 1.0 FTE

Effective Date...October 5, 2011

Authorization...Replacement

Fiscal Note...11535020 51110

Bethany Adams, Step 5 + M.Ed

Education...Lynchburg College, BA UMass, M.Ed

Experience...Perkins School

Certification...Teacher of the Blind & Visually Impaired PK-12

Assignment...Itinerant 1.0 FTE

Effective Date...October 17, 2011

Authorization...Replacement

Fiscal Note...19017090 51110

NO. 11-10-02 – RESOLVED, that at the recommendation of the Superintendent, the appointment of the following Program Supervisor be approved:

Susan Rose, Library Media

NO. 11-10-03 - RESOLVED, that at the recommendation of the Superintendent, the appointment of the following Program Supervisor be approved:

David Regine, Technology

NO. 11-10-04 - RESOLVED, that at the recommendation of the Superintendent, the resignation(s) of the following certified personnel be accepted:

Tracie Scotti, Teacher

Glen Hills

Effective Date...October 14, 2011

Jenny Lane Smith, Teacher

Bain/Park View

Effective Date...October 7, 2011

NO. 11-10-05 - RESOLVED, that at the recommendation of the Superintendent, the following non-certified employee(s) be appointed:

William Russell, Custodian

Plant

Effective Date...September 20, 2011

Authorization...Replacement

Fiscal Note...12247050 51110

Jacqueline Venticinque, Bus Monitor

Transportation

Effective Date...September 26, 2011

Authorization...New

Fiscal Note...13445090 51110

Kathryn Mills, Data Manager & Supervisor

Administration

Effective Date...October 7, 2011

Authorization...Replacement

Fiscal Note...19042570 51110

At this time, Mr. Lombardi assumed the Chair

A motion was made by Mrs. McFarland to remove 11-8-02 from the table. The motion was seconded by Mrs. Ruggieri. The role was called and all were in favor to remove Resolution No. 11-8-02 from the table.

A motion was made by Mrs. McFarland to approve the Resolution No. 11-8-02. The motion was seconded by Mrs. Ruggieri for discussion:

Mrs. Culhane

I've given this a lot of thought and I want to speak first to say that my motivation from my votes on this committee is not tonight nor have they ever been political. I resent the implication that my colleague made and I regret that he is unable to be here this evening to respond to the allegations that he has made. Contrary to what some have been told, I have not in any way been pressured or approached by any member of the Bus Drivers union or any other union on this issue. These are the facts, some of which have been conveniently omitted from this week's Herald Editorial by my colleague, Mr. Bloom.

Prior to May, the school committee was never engaged in a formalized study on busing. Per the audit report we put out an RFP in an effort to explore the possibility of demonstrable savings from

outsourcing. At that time, we were also in negotiations with the Laborer's Union. The presentations from the bus vendors were lack-luster at best. The committee was left with many unanswered questions as far as actual savings, actual fleet replacement as well as paying benefits for the bus drivers. At the urging of the City Council, a majority of the School Committee voted to form a Transportation Sub-committee. I believe that this sub-committee would provide the school committee with a much more comprehensive plan for transportation. The hope was that this committee would weigh options of privatization plans as well as explore the options of in-house transportation plans for fleet replacement, if that is what we decided. Some debate ensued over the need for an eight month study. In any event, the committee formed in May and was to present a full report by December of 2011. At the time, I expressed concern over the possibility of ratifying a contract before the study was done. I believe that ratifying a contract before we knew what the outcome would result from the sub-committee would not be wise. Again, this was in May. Some may ask what has changed in my opinion since that time. I have given great thought to this question and it is certainly a valid question. My answer is not simple and some may not agree with me. I would have hoped that this committee would have met more than once since May, as we are here in September. I had hoped that this committee would have been in the final stages of a comprehensive plan for the citizens and students, most importantly, of Cranston. Unfortunately and for a variety of reasons, this clearly is not the case at this point. The committee has met, to my knowledge,

once. We have not been given any formal report at this point. There are three months left until this committee is to report on its findings. I no longer have faith that a plan will materialize that will be fiscally sound for us to make a decision by December. The bus drivers have negotiated in good faith. They have offered savings that will help to close our present budget gap. The savings they are offering, while they are for the benefit of the district, come at a detriment for many of them. Some have said why the hurry or take your time. Folks, we do not have time. We need these savings to close our budget in order to request any kind of debt restructuring with the City. Imagine going to your bank and asking for a loan with mounting debt on your backs. You could say, "Well we might be able to get some money in five or six months or we might not; we're not really sure but could you give us some money now while we wait and see if we can get more money?" Not a likely scenario. To presume that the City or the Mayor would even consider a debt restructuring at this point knowing we have an opportunity to save \$300,000 is not wise. We find ourselves in a conundrum with the Mayor at this point in time. Potentially, and I'm presuming this, if we vote to ratify, he may say that we were being short sighted. If we wait for this report, he may say we gave up \$300,000 in potential savings to close our budget. We can't win and therefore we can not allow his opinion to factor into our decision at this time. We can take the savings offered now as well as continue the study of the sub-committee and folks, what you have to understand is, however we vote tonight, does not mean that the sub-committee will not be doing its job or will not be continuing to try

to explore what they originally set out to do. We can continue the study and weigh our options in December. If we decide to privatize, a new RFP would be required and we would not be able to implement a new bus contract with the vendor until the 2012-2013 school year. So, in essence, if the decision tonight is to privatize at a later date, we have taken a total of \$700,000 in savings over two years and put off one year privatization and the possibility of a new fleet. This is a decision that I believe is fiscally wise. When this committee creates budgets by cutting a thousand dollar line items, as we have in the past, I don't think that we are in any position to say we can wait until December and turn down \$100,000 in savings. It is my understanding that some people in City Government may have directly or indirectly been attacking me and my record personally. They have insinuated that my motivation in voting to approve this contract this evening is politically motivated. I would challenge anyone to question the motivations of a person who poses that question to another and questions my vote. What is that person's political motive?

Mrs. Ruggieri

I did have the opportunity to speak to Mr. Bloom so I feel comfortable saying the things that I said directly to him. That's how I prefer to work. I would rather say something to somebody than say something about somebody. Basically, my issue regarding his Op-Ed piece was some of the inaccuracies that were in it. Specifically, I address the fact that he said that we were in a rush or in a hurry. This has been a

really long process and it is by no means over. Regardless of how the vote comes tonight as Mrs. Culhane said, I fully expect that this sub-committee is going to meet. I fully expect that they are going to come back to us with a plan and a report; otherwise they are not doing their job. There were things in his Op-Ed piece regarding certain monetary concessions that he claimed that we would be able to get back at a later date. That is simply not true. We have already lost money by waiting to ratify this contract. I did vote to allow this issue to be tabled so that the sub-committee could meet because I felt that it was important to give this sub-committee a chance to meet even though they should have already met several times. However, we have not received anything from this sub-committee yet, as Mrs. Culhane stated previously. I don't believe that we will get anything substantial by December. We have lost holidays, savings, benefit co-share savings, new hire savings; and that's just in the last two weeks. That's significant dollar amounts that we cannot afford to wait. What I do believe is that if this contract gets ratified, we have savings. We have actual savings that come about. We have a contract that has about 17 months left in it. During that time, I would hope that this sub-committee would continue to work and continue to find ways that when it comes up again, we have a plan in place. There are grants out there for fleet replacement. We missed the grant for this year. The deadline was May. Does that mean that we wouldn't apply for it next year? Absolutely not. By giving us time, we would be able to find out what our other options are while still seeing real dollar amount savings. Mr. Bloom does not feel the same. That's

his right; however, how he chooses to express his opinion, which I find unseemly and I did let him know that. I think that when Mr. Lombardi and I were negotiating during this time, we did come back with a contract that has some real savings and I think that we need to look at that now. We have a short-term plan and we have a long term plan and I think that we can combine the two and come ahead later on.

Mrs. McFarland

I do want to let you know that the sub-committee did meet although I have become the Chair of this committee by default, which I don't mind taking over this initiative and doing the work of looking at the bus drivers/laborers' contract. We have come with about seven areas; I actually amended the agenda before I came to the meeting this evening for the work that will be entailed over the next several months. The first meeting occurred on September 28th and the second meeting will occur on October 20th. We have a lot of work in about seven to eight areas that we need to take a look at. In some of those areas that we will be looking at, just to give you an idea, we'll be looking at the fiscal impact in that analysis that was actually put in place which looked at some of the savings that we're currently voting on tonight. The second area I was actually looking at keeping in-district transportation vs. an out-sourcing of transportation and looking at every single line item within that budget that controls it. Additionally, looking at the fleet and I see here tonight that we have the Council President of our City Council and two members on the

committee are City Council members. It is very important that those two members from the City Council serve there because if a fleet needs to be purchased or leased over a period of time, then we need to look at bonding mechanisms, which will require voter approval in the future and in looking at leasing opportunities, we'll need to include the City in any of those type of negotiations. Third, we looked at what would be required. Mr. Zisseron sent to the Superintendent Nero an outline of what we would need to be purchasing. How old those vehicles need to be; how much they would cost and what a lease purchase vs. purchasing outright of those vehicles would be. Finally, we will need to look at a study; an economic analysis, which is required by the City Council. They've asked us for a ten year outlook. It's impossible, and I said this back in May when we formed the sub-committee, that this was impossible and I was trying to make sure that Mr. Bloom was given significant amount of time to look at this subject and I thought December was ridiculous at the time. I truly believe that we need to look at that. I think any community whether it's a school district or a municipality, needs to look at their economic analysis from many different departments including transportation. I think we should do more of it. It's not done on the City side at all. Looking at an economical analysis over a ten year period will be very important. Looking at other school districts and what they have done. Looking at cost increases over the period of time of privatizing. Have they been happy with the performance and outcome if they did privatize. Or have they wished that they had gone back to having an in-house transportation instead. Finally, looking at

how many districts in Rhode Island privatize their overall transportation system as well as other areas that they may have privatized. Within that will be the risk analysis to insure that potential future cost and what it will be over a period of time. We have a lot of areas to overcome so for myself, I think it's only prudent that we pass and secure in this school system, a transportation budget. Take the savings that have been outlined and carved out by my colleagues who have worked very hard on this proposal and you have my word as a School Committee member and most of you who know me as a City Council person in my past, I keep my word; that we will review this; we'll look at an analysis of this; but I am sure, as we talk tonight about some of the custodial workers as well, keep in mind that we're not just talking about being able to live in the City of Cranston. As I said when some of the people that came forward with their RFP's and spoke about them; the private companies. There are no communities in the State of Rhode Island, I can guarantee you that you can survive and live in at \$10 or less. You can't live anywhere in the State of Rhode Island for that. All you have to do is look at the Housing Works Rhode Island and it will tell you what utility costs are; what it is to purchase a home; to rent a home; and what you need to have a livable wage in the State of Rhode Island to survive and live here. There are no communities that you can live in. Given that, we need to make sure that we do an analysis on any privatization that we need to go forward because we need to make sure that we're not just pushing people to live outside of the City of Cranston; but they can survive and live in the State of Rhode Island. Thank you.

Mr. Lombardi

About a month ago, I was at the beach at Bonnet Shores and a famous local radio host who will remain nameless who claims to be independent said to me when talking about the Charter School, that I was a union sympathizer and said that that's the reason for my motivation in attacking the proposed Mayoral Academy. I pointed out to him that my responsibilities were to the children of the City of Cranston and that for every dollar that we take out of the City of Cranston for a student, we deprive those students in our public school system of the necessary education. Secondly, what Mrs. White talked about, and I think that the inference from the Op-Ed piece is what the motivation question is and the inference to be drawn from that is that is it pro-union or is it anti-union. To me it doesn't come down to that at all; it comes down to what this school committee, through its representatives, has done. We received a mandate from the City Council and the City Council asked us to undertake a 10-year study to determine the cost and pros and cons regarding the benefits of privatization and keeping it in-house. We formed a sub-committee and my colleagues, Mrs. Culhane and Mrs. Ruggieri pointed out that it took a while to get that sub-committee going. I would point out to you that the very people that are attacking this are the people that were at least in part, contributing to the delay for the meetings to be had. You can read into that however you want to read into it. The second part is that while Council President Lupino was swift to appoint two members of the Council immediately to the

sub-committee, Councilman Archetto and Councilwoman Luciano, we have yet to hear from the administration regarding its point person on this committee. In fact at the first meeting that we had, where I was late and Mrs. McFarland stepped up to the plate for me and chaired the meeting and did an admirable job, we still don't have a member from the administration on the sub-committee. Ultimately with the decision-making abilities of the administration, I wonder how we go through this process without having their representative there. I think my colleagues have aptly put it, "Do we sit and wait for a study to be done and continue to loose dollar, by dollar by dollar each day with not having an extension of the agreement with our bus drivers union or do we agree to assent to the extension of the two-year contract and continue our due diligence in looking at the benefits and the costs associated with privatization and stop the bleeding and save the \$300 or so thousand dollars at the risk of foregoing \$100 thousand dollars by waiting until December 31st. I think the answer is to approve and ratify this contract now. Thank you.

Mrs. Ruggieri

I wanted to make a general comment regarding privatization because we seem to be blanketing everything and I want to go on record as saying that when we talked about privatizing our Food Services, I was very vocal about my disbelief as far as what we were going to save and how it was going to work out. I voted against it for those reasons. I was proven wrong and so I want to say that while privatization may not always work, sometimes it does so far for us for

the Food Services. I'm saying "so far" because we are now only going into our second year of it but we did see the savings that we were supposed to. Our employees seemed to be pleased with their new bosses and any complaints and problems that we have had, have been dealt with through Sodexo and our point person. I don't want to vilify privatization completely. I do want to say that sometimes it does work.

Mr. Lombardi

To add to that we will do our work and look at this and the sub-committee will continue to meet and hopefully have some information for the school committee by December. Maybe not all of it but at least some of it. We'll continue on and while our bus drivers are doing their job, we'll continue to do our due diligence.

Mrs. Culhane

I just wanted to say thank you to Mrs. McFarland for outlining for all of us what the work you have ahead of you is and know that when that December time line comes, if you feel you haven't completed your work, I think that we as a committee would want you to be able to complete our due diligence and take the time that you would need because we all know that even if we decided at some point in time that privatization was going to be the key, that would be a long process before we would even be able to complete that. Thank you for giving me the outline of all of the things that you will be tackling.

Mrs. McFarland

I should just add to that we will have a public agenda. It will be sent over to Gail tomorrow to be sent out for the October 20th meeting. There are minutes from our first meeting, which will be completed prior to the October 20th meeting; everyone will have minutes from that meeting and we will make sure that we come back in December and ask for either an extension as well as give you an update of where we are at, as well. They are all public documents and they will be shared.

The role was called at this time on Resolution No. 11-8-02:

Mrs. Culhane Yes

Mrs. Ruggieri Yes

Mr. Lombardi Yes

Mrs. McFarland Yes

Mr. Traficante Recuse

Ms. Iannazzi Recuse

Mr. Bloom Absent with cause.

The record reflects a unanimous approval on the motivation of the committee.

TABLED RESOLUTION

NO. 11-8-02– Be it resolved, that the Extension Agreement between the Cranston School Committee and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO, be approved. (See

Revised Fiscal Impact Analysis/Extension Agreement attached) The vote reflects a unanimous approval.

Public Hearing on Non-Agenda Items:

There being none, we are going to adjourn to our Public Work Session

Ms. Iannazzi reported that Mr. Tomlins would like to speak on a non-agenda item.

Mr. Tomlins

I just want to explain in an answer to Mrs. White. Is there anybody up here who doesn't feel as though you have a responsibility that includes money, and where does that money come from. You do have a role and you have a heavy role otherwise we would have all sports, all music and all honor programs, if you just went ahead with what you wanted to do and say the heck with the finances. Thank you.

Adjourn to Public Work Session

Presentation from the Custodians Union – Contract Proposal

Mr. Paul Sacoccio – National Representative of the Custodians Union

We are here tonight to give our presentation; to try to save the jobs of the Cranston Custodians who are loyal and dedicated employees. Everybody should have a copy of the power-point in front of them so that you can follow along while I go through it. (This presentation is on file in the Superintendent's Office)

In closing, Mr. Sacoccio stated that they are always willing to roll their sleeves up with the school district in these hard economic times and do their due diligence to try to force as much savings as they can because more importantly it's about job stability, keeping our families in our homes; our children go to these schools and we feel that we have careers here – 15 – 25 years and all we're asking is that you just don't look at the bottom dollars of the big private companies that are just in it for profit. It's not about that. You've heard enough of that tonight. I don't blame you if you want to do a feasibility study like you talked about; I don't blame you for wanting to do your due diligence; but it hasn't been done yet. All I ask is that you take a step back; you do your feasibility study; you work with us; and we're all in this together. On behalf of the custodians tonight, we thank you for your time and your due consideration. Thank you.

There being no questions for Mr. Sacoccio, the Agenda for the evening is concluded.

Adjournment

There being no further business to come before the committee, the meeting was adjourned at 8:40 p.m.

Respectfully submitted,

Frank S. Lombardi

School Committee Clerk

CRANSTON PUBLIC SCHOOLS

FISCAL IMPACT STATEMENT

BUS DRIVERS

2011 - 2013

CATEGORY 2011-2012 2012-2013

RAISE (A) 0 0

STEPS (FREEZE) 40,383 84,843

NON-CERTIFIED PENSION 2,383 13,202

LABORERS PENSION (B) 4,372 6,172

FICA 2,504 5,260

MEDICARE 586 1,230

INCREASE IN COST-SHARING (C) 85,559 150,469

PLAN DESIGN CHANGES (D) 26,795 32,154

ELIMINATION OF HOLIDAYS (E) 20,090 40,180

ELIMINATION OF 4TH WEEK VACATION 25,810 25,810

EMPLOYEE TURNOVER (F) 30,681 30,681

EMPLOYEE RETIREMENT HEALTH SAVINGS 59,488 0

CHANGE IN HEALTH-CARE COVERAGE (G) 23,989 26,388

322,639 416,389

SUMMARY 739,028

ASSUMPTIONS

(A) - RAISE

2011-2012 = 0%

2012-2013 = 0%

(B) - PENSION SURCHARGE BEING PAID BY EMPLOYEE

2011-2012 = 8.5 MONTHS

2012-2013 = FULL YEAR

(C) - COST-SHARING

2011-2012 = 20% (8.5 MOS.)

2012-2013 = 20% (10% INCR. IN HEALTH RATES, 5% INCR. IN DENTAL RATES)

(D) - INCREASE IN MEDICAL CO-PAYS

2011-2012 = 10 MONTHS

2012-2013 = FULL YEAR

(E) - ELIMINATION OF HOLIDAYS

2011-2012 = 2 HOLIDAYS

2012-2013 = 4 HOLIDAYS

**(F) - USE OF PROBATIONARY EMPLOYEE FOR ONE YEAR PERIOD
(NO BENEFITS)**

**(G) - TWO CURRENT EMPLOYEES DROPPING/CHANGING HEALTH
COVERAGE**

OFFERED BY UNION, BUT VOLUNTARY/NON-CONTRACTUAL

1 - FAMILY TO INDIVIDUAL

1 - FAMILY TO NO COVERAGE

**(COVERAGE MAY BE REINSTATED DURING LIFE OF
CONTRACT)**

EXTENSION AGREEMENT

The CRANSTON SCHOOL COMMITTEE (hereafter referred to as "COMMITTEE") and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO (hereinafter referred as "LOCAL 1322") resolve the current collective bargaining by modifying and extending the existing COLLECTIVE BARGAINING AGREEMENT (hereafter referred to as the "AGREEMENT") that covered the term of July 1, 2008 through June 30, 2011 in the following manner:

1. TERM OF EXTENSION. The AGREEMENT shall be extended for an additional term of two years and shall expire on June 30, 2013.

2. SALARY SCHEDULE ADJUSTMENT. The Salary Schedule shall be adjusted by deleting the salary provisions in the existing AGREEMENT and replacing the same with the attached Salary Schedule (Exhibit A), the terms of which are hereby incorporated by referent-P. These changes shall be effective the first pay period following

ratification of this AGREEMENT between the Committee and Local 1322 or The Rhode Island Laborers' District Council.

3. STEPS. There will be no step increases and the steps will be frozen for the duration of this AGREEMENT. These changes shall be effective the first pay period following ratification of this AGREEMENT between the Committee and Local 1322 or The Rhode Island Laborers' District Council.

4. ARTICLE XIII ENTITLED "HEALTH INSURANCE" will be amended to provide that the health plan will be changed as set forth in Exhibit B, the terms of which are hereby incorporated by reference, and all Bargaining Unit members will be responsible for a twenty (20%) percent cost share effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council. The dental insurance plan shall remain the same. However, all Bargaining Unit members will be responsible for twenty (20%) percent cost share based upon their plan effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council. The twenty (20%) percent cost share for the Health Plan and Dental Plan shall be in effect for the 2011-2012

contract year. With regard to 2012-2013, the Bargaining Unit members will pay the same cost share that is in effect for the teachers, but not more than twenty (20%) percent.

Employee A and Employee B's health coverage shall be adjusted pursuant to a Memorandum of Agreement executed by the parties. Employee A's coverage will be eliminated and Employee B's coverage shall be reduced from family coverage to individual coverage. These coverage changes will take place effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council. As to Employee A, coverage will not be available for the duration of this Agreement unless satisfactory written evidence is presented to the Committee establishing that the coverage that is available to her through her spouse's employment is no longer available. As to Employee B, no coverage shall be available for the duration of this Agreement unless satisfactory written evidence is presented to the Committee indicating that there has been a change in circumstances which would require family coverage.

5.HOLIDAYS/VACATION. For the term of this Agreement, the holiday schedule as set forth in Article XVII shall be adjusted to reflect that in the contract year of 2011-2012 no Bargaining Unit member will be entitled to be paid for Rosh Hashanah, Columbus Day and Presidents' Day and for contract year 2012-2013, no Bargaining Unit member will be paid for Rosh Hashanah, Yom Kippur, and Presidents' Day.

With regard to vacation, any Bargaining Unit member, except for the

trades people, entitled to four (4) weeks' vacation under the prior contract will no longer be entitled to a fourth week of vacation and no other Bargaining Unit member will be entitled to a fourth week of vacation during the term of this AGREEMENT.

These changes will take effect upon ratification of this AGREEMENT by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

6. LEAVES OF ABSENCE. Article XII Leaves of Absence shall be amended so that members of the Bargaining Unit shall accrue only one (1) day of sick leave per month during the school year, provided the members of the Bargaining Unit work ninety (90%) percent of the month. Accrued sick days/sick banks for all Bargaining Unit members shall be frozen effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council as listed in Exhibit C, hereby incorporated by reference, and no unused sick days shall be allowed to accumulate or be added during the term of this AGREEMENT for purposes of the payout to Union members who have worked for the transportation department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he has accumulated. Notwithstanding the above, Bargaining Unit members may accrue up to five (5) days of unused sick time, but as stated above, this will not be counted as part of the payout at the end of their term.

Further, any Bargaining Unit member who achieves perfect attendance during a contract year shall be entitled to two (2) days of pay.

These changes will take effect upon ratification of this AGREEMENT by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

7. SELECTION AND APPOINTMENT. Article III regarding selection and appointment shall be amended to provide that any new employees hired as bus drivers as of July 1, 2011 and during the term of this AGREEMENT shall be one (1) year probationary, non-union employees. These employees will not receive any benefits that Bargaining Unit members are entitled to and will not be required to pay Union dues during the probationary period.

Article V Payroll Deductions shall also be adjusted to reflect the fact that these probationary, non-union employees will not be required to pay Union dues.

These changes will take effect upon ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

8. ARTICLE V PAYROLL DEDUCTIONS. Article V regarding payroll deductions shall be amended adding that with regard to the Laborers' National (Industrial) Pension Fund, the Cranston Public Schools will only be responsible to pay the regular monthly contributions (presently \$.54 per hour). Participating Bargaining Unit employees will be responsible to pay

any "Contribution Surcharge" (presently ten (10%) percent of the regular monthly contribution) through payroll deduction. Further, the payroll deduction contained in Article V relating to the Laborers' National (Industrial) Pension Fund shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining Unit members' contribution to the Fund. The Indemnification and Hold Harmless clause in the prior contract shall be amended to add that the Union shall indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of these payroll deductions. These changes will be effective the first pay period following ratification of this AGREEMENT by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

9. ARTICLE XIII RHODE ISLAND DEPARTMENT OF EDUCATION STATE-WIDE TRANSPORTATION & THE CITY OF CRANSTON'S CONSOLIDATION PLAN is hereby deleted. In its place will be the following:

SUCCESSOR AND ASSIGNS

This agreement shall be binding upon the City of Cranston School Committee and the Union and its successor and assigns. No provision herein contained shall be nullified or effected in any manner as a result of any change in administration of the Cranston School Committee.

Should any article, section or clause of this agreement be declared illegal by a Court of competent jurisdiction Rhode Island General Law(s) and or Federal Law(s) then that article, section or clause shall

be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

10. ARTICLE XII RHODE ISLAND LABORERS' PUBLIC SERVICE EMPLOYEES' LEGAL SERVICES FUND is hereby deleted. Five (\$.05) cents per hour previously paid for the legal services fund is now added to the employees' salary as set forth in the Salary Schedule, Exhibit A. These changes will be effective the first pay period following ratification of this AGREEMENT by the Committee and Local 1322 or The Rhode island Laborers' District Council.

11. EFFECT ON OTHER AGREEMENT PROVISIONS. All other terms and conditions of the existing AGREEMENT not specifically modified in this EXTENSION AGREEMENT shall remain in full force and effect during the extension term running through June 30, 2013. All agreed upon changes or modifications to the existing AGREEMENT are incorporated into this EXTENSION AGREEMENT and there are no other understandings, representations or promises between the parties or The Rhode Island Laborers' District Council.

12. RATIFICATION. This EXTENSION AGREEMENT has been negotiated in good faith by the bargaining negotiation representatives of both the COMMITTEE and the LOCAL 1322 and is subject to ratification by the COMMITTEE, the CRANSTON CITY COUNCIL and by the members of LOCAL 1322 or THE RHODE ISLAND LABORERS' DISTRICT COUNCIL. The parties hereto agree to convene their respective constituencies as soon as practicable for the purpose of ratifying the EXTENSION AGREEMENT.

CRANSTON SCHOOL COMMITTEE

**The Rhode Island Laborers'
District Council on Behalf of Local Union 1322 of the Laborers'
International Union of North America, AFL-CIO**

By: By:

EXHIBIT A

BUS DRIVERS

2011-2012	2012-2013
STEP 1	\$14.31 \$14.31
STEP 2	\$14.59 \$14.59
STEP 3	\$14.89 \$14.89
STEP 4	\$15.18 \$15.18
STEP 5	\$15.48 \$15.48
STEP 6	\$15.80 \$15.80
STEP 7	\$16.00 \$16.00
STEP 8	\$16.32 \$16.32
STEP 9	\$16.65 \$16.65
STEP 10	\$16.98 \$16.98

MECHANICS

2011-2012	2012-2013
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STEP 1 \$17.79 \$17.79
STEP 2 \$18.29 \$18.29
STEP 3 \$18.73 \$18.73
STEP 4 \$19.20 \$19.20
STEP 5 \$19.64 \$19.64
STEP 6 \$20.14 \$20.14
STEP 7 \$20.38 \$20.38
STEP 8 \$20.78 \$20.78
STEP 9 \$21.20 \$21.20
STEP 10 \$21.62 \$21.62

2012-2013

ELECTRICIAN/HVAC/PLUMBER

2011-2012

STEP 1 \$19.63 \$19.63
STEP 2 \$20.68 \$20.68
STEP 3 \$21.75 \$21.75
STEP 4 \$22.80 \$22.80
STEP 5 \$23.86 \$23.86
STEP 6 \$24.92 \$24.92
STEP 7 \$25.98 \$25.98
STEP 8 \$26.51 \$26.51
STEP 9 \$27.02 \$27.02
STEP 10 \$27.56 \$27.56

CARPENTER / MASON

2011-2012 2012-2013

STEP 1 \$18.51 \$18.51

STEP 2 \$19.46 \$19.46

STEP 3 \$20.45 \$20.45

STEP 4 \$21.85 \$21.85

STEP 5 \$22.41 \$22.41

STEP 6 \$23.41 \$23.41

STEP 7 \$24.39 \$24.39

STEP 8 \$24.87 \$24.87

STEP 9 \$25.35 \$25.35

STEP 10 \$25.87 \$25.87

EXHIBIT B

EXHIBIT B

BENEFIT/COVERAGE SUMMARY OF STANDARD PPO PLAN

(More specific benefits/coverage is set forth under the Subscriber Agreement in effect during the life of the Contract)

COVERAGE GUIDELINES:

50% coverage of OP BRCD for RI or other plans non-network PPO providers; 80% coverage all other RI or other plans non-network PPO providers up to an OOP maximum \$3000 1/3 per family per calendar year aggregate hospital & surgical-med LOB excluding pedi/IVF/BH/CD; coverage infertility treatment

HOSPITAL COVERAGE:

***Unlimited days of care (includes medical/surgical and inpatient mental health care)**

***Semi-private room**

***Emergency room care (no authorization required)**

***\$100 emergency room care co-payment (waived if admitted)**

SURGICAL/MEDICAL COVERAGE:

***\$25 chiropractic visit co-payment (12 visits)**

***Durable medical equipment (80% coverage; no dollar maximum)**

***Diagnostic tests, lab & x-ray coverage including mammograms & pap tests**

***Office visit coverage**

***Inpatient/outpatient surgery, anesthesia coverage**

*** Maternity care**

***\$25 office visit co-payment per individual session for outpatient behavioral health/chemical dependency.**

***\$25 office visit co-payment per group session for outpatient behavioral health/chemical dependency**

***\$15 primary care office visit co-payment**

***\$25 office visit co-payment for allergy & dermatology**

***\$50 office visit for urgent care**

***Injectable prescription drugs covered**

***80% coverage to major medical-like benefits when packaged with preferred Rx opt 2 home infusion, home care, prosthetic, DME, PDN, cardiac rehabilitation, ambulance, prof. ther., inj., oxy, supplies, submitted injectables**

PREVENTATIVE CARE:

- *Mammograms**

- *Pap tests**

- *Well baby care: \$15 co-payment per visit, then \$100 coverage up to allowance**

PRESCRIPTIONS:

- *\$5 (generic drugs), \$15 (preferred brand names), and \$30 (non-preferred brand name list that may have generic or brand name alternatives): 34-day supply**

MISCELLANEOUS BENEFITS:

- *Student coverage to age 24**

- *No lifetime maximum**

- *80% coverage for outpatient labs and x-rays from a hospital non-network provider**

- *Mandatory organ transplant coverage: 100% coverage for eligible costs associated with kidney, cornea, allogenic bone marrow, heart, lung, and liver, pancreas, and small intestine transplants.**

- *Radiation therapy services paid in full (non-network 80% after deductible)**

- *\$200 deductible per person (3 per family maximum) per calendar year for services rendered by RI non-network providers or other plans non-network PPO providers**

- *Managed benefits program: authorization is obtained from providers who participate directly with the healthcare carrier; members responsible for obtaining preauthorization when using the health care**

carrier's PPO providers who do not participate directly with the healthcare carrier or from non-network providers

***Routine eye exams: \$25 co-payment - one routine exam per year at network providers (medically necessary exams as needed); reimbursed at the health care carrier's allowance minus a \$25 co-payment at non-participating optometrists/ophthalmologists; 80% after deductible for non-participating routine exams only**

***Outpatient chemical dependency: limited to 30 hours per member, per calendar year for facility based or office based counseling**

***Physical, speech & occupational therapy - outpatient: 100% coverage after a hospital stay in the outpatient department; 80% coverage in a provider's office**

***Private duty nursing & ambulance: 80% coverage**

***Municipal ground ambulance: reimbursement based on healthcare carrier's allowance and subject to any applicable copayment, co-insurance and/or deductibles; members responsible for balances over the healthcare carrier's allowance when using nonparticipating municipal ambulance companies**

***Air and water ambulance: reimbursement based on the healthcare carrier's allowance and subject to any applicable copayment, co-insurance, and/or deductibles; maximum benefit of \$3,000 per occurrence applies; members responsible for any charges exceeding \$3,000 maximum**

***Home & hospice care: 100% coverage in lieu of hospitalization; included doctor, nurse, home health aide visits and home infusion**

therapy; non-network 80% after deductible

***Dependent coverage: spouse and unmarried children through the year in which they turn age**

***Inpatient chemical dependency: Detox - up to five (5) admissions or 30 days in any calendar year, whichever comes first; rehab - hospital or community residential care services for chemical dependency treatment covered up to 30 days in any calendar year; outpatient - up to 30 visits per member, per calendar year; mental health - medication visits are unlimited**

AFFIDAVIT OF DOMESTIC PARTNERSHIP

The purpose of this Affidavit is to qualify a domestic partner for receipt of any medical coverage and benefits to which a teacher's spouse and/or family members are entitled.

1. We hereby certify that as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria.

a. We have been each other's domestic partner and have shared a common residence and we have every intention of remaining indefinitely in the relationship.

b. Neither of us is married to anyone else.

c. We are jointly responsible for each other's common welfare and basic living expenses.

d. We are both at least 18 years old and are mentally competent to consent to contract.

e. We are by law adults and not related by blood closer than would

bar marriage in our state of legal residence.

f. Our domestic relationship is not illegal.

2. We agree to notify the Cranston School Department if the status of this relationship changes, including termination of the relationship or failure to meet any of the above criteria, by filing a Change of Status form no later than thirty days from the date of such change. It is understood that if this domestic partnership is terminated, a subsequent Declaration of Domestic Partnership cannot be filed until the later of 12 months after filing a Change of Status form or 12 months after coverage has been canceled.

3. I understand that under current tax regulations, the Cranston Public Schools is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the company's contribution to the benefit plan related to covering any partner or any partner's dependent children.

If your domestic partner and his/her dependent children are considered my "dependents" as defined under Section 152(a)(9) of the Internal Revenue Code. I will need to complete the Tax Certification of Dependency form.

4. We understand that the coverage elected will remain in effect until any of the following occurs:

The next plan year in which coverage is changed; termination from benefit plan due to ineligibility takes place; the domestic partnership is terminated; the death of the enrolled domestic partner; or a change in the eligibility status of my partner's children (if applicable) takes

place.

1. We understand that the information contained in this Affidavit is confidential and is being provided for the sole purpose of determining eligibility of benefits.

2. We affirm that the statements attested to in 'this Affidavit are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing the Cranston School Committee for any expenses incurred, as a result of any knowingly false or misleading statement contained in this Affidavit. It is further understood that a deliberate

false statement could result in disciplinary or legal action, including termination of employment at Cranston Public Schools.

Employee Signature Domestic Partner Signature

Date: Date:

Emp. S.S. Number Dom. Partner S.S. Number

EXHIBIT C

Unused Benefits As Of Date: 06/30/2011

3979 Abujade	(Fiske),	Mary	E Driver	09/07/2005	Not
Applicable	True	4.00	-10.00	0.00	0.0
1458 Albertson,		Kathleen	Driver	01/11/1993	Not
Applicable	True	148.00	5.00	0.00	0.0
387 Amadio,		Audrey	L Driver	01/12/1998	Not

Applicable True	39.50	0.00	0.00	0.0	
3106 Andreoli,	Barbara	Driver	03/18/2003		Not
Applicable True	64.50	0.00	0.00	0.0	
1469 Angell,	Susan	Driver	09/18/1990		Not
Applicable True	106.50	5.00	0.00	0.0	
1357 AntoM,	Sandra	L Driver	11/15/1976		Not
Applicable True	180.00	5.00	0.00	0.0	
1666 Arruda,	Linda	Driver	04/26/1982		Not
Applicable True	180.00	5.00	0.00	0.0	
1351 Aubin,	Donna	M Driver	10/20/1987		Not
Applicable True	134.00	5.00	0.00	0.0	
3429 Barbero,	Kevin	J Driver	11/18/2003		Not
Applicable True	74.50	5.00	0.00	0.0	
2886 Bernardo,	Valerie	Driver	09/04/2002		Not
Applicable True	70.50	-5.00	0.00	0.0	
1730 Broughton,	Christina	Driver	09/20/1988		Not
Applicable True	157.50	5.00	0.00	0.0	
3360 Caetano,	Lisa	Driver	OS/24/2011		Not
Applicable True	4.00	0.00	0.00	0.0	
2217 Camp,	Richard	T Driver	OS/22/2007		Not
Applicable True	17.50	0.00	0.00	0.0	
4917 Caruso,	Amanda	Driver	11/23/2010		Not
Applicable True	16.00	0.00	0.00	0.0	
1550 Cook,	Marilyn	Driver	01/12/1998		Not
Applicable True	44.00	0.00	0.00	0.0	
1491 Croft,	Dawn	Driver	08/28/1996		Not

Applicable True 60.00 5.00 0.00 0.0					
1078 Cronan	(Fortes, Christine	L Driver	03/10/1980	Not	
Applicable True 11.50 5.00 0.00 0.0					
3444 Daie,	Lori Driver 1	010	1/2003	Not	
Applicable True 1.00 5.00 0.00 0.0					
1904 Dellaposta,	Regina Driver	09/14/1998		Not	
Applicable True 92.50 -5.00 0.00 0.0					
4289 Divers,	Louis Driver	09/07/2005		Not	
Applicable True 103.00 0.00 0.00 0.0					
4519 Divona,	Stephen	R Driver	05/22/2007	Not	
Applicable True 52.00 0.00 0.00 0.0					
822 Donahay,	Jennifer Driver	03/22/1999		Not	
Applicable True 180.00 -5.00 0.00 0.0					
804 Dulac,	Laurie Driver	10/16/1995		Not	
Applicable True 141.50 5.00 0.00 0.0					
247 Ekelund,	Charlayne Driver	01/12/1998		Not	
Applicable True 180.00 0.00 0.00 0.0					
304 Emma,	Janice Driver	10/19/1992		Not	
Applicable True 0.00 5.00 -1.00 0.0					
2868 Fernandez,	Ray Driver	03/19/2002		Not	
Applicable True 169.50 0.00 0.00 0.0					
323 Fen-y,	Edward	H Bus	Mechanic 08/24/1981	Not	
Applicable True 106.00 3.50 0.00 0.0					
1476 Fitzgerald,	Robert	J Bus	Mechanic 11/21/1989	Not	
Applicable True 98.50 -1.00 0.00 0.0					
685 Fontaine,	Carol Driver	10/24/1979		Not	

Applicable True	68.00	5.00	0.00	0.0		
570 Ford,	Marjorie	J Driver	10/18/1977			Not
Applicable True	158.50	5.00	0.00	0.0		
3660 Fredrick,	Gail	A Driver	11/20/2006			Not
Applicable True	31.50	0.00	0.00	0.0		
2601 Furtado,	Manuel	Driver	10/16/2001			Not
Applicable True	55.50	0.00	0.00	0.0		
2270 Giblin,	Eldora	Driver	01/08/2001			Not
Applicable True	10.00	0.00	0.00	0.0		
2181 Goff,	Robert	Driver	01/08/2001			Not
Applicable True	0.00	0.00	0.00	0.0		
1878 Gorman,	Tarni	Driver	10/19/1992			Not
Applicable True	173.00	5.00	0.00	0.0		
741 Griffin,	Darlene	A Driver	09/15/1997			Not
Applicable True	167.00	-5.00	-0.50	0.0		
3581 Griswold	(Schulenberger),	Driver	03/16/2004			Not
Applicable True	67.50	5.00	0.00	0.0		
4322 Hackett,	Nancy	G Driver	09/26/2005			Not
Applicable True	13.50	0.00	0.00	0.0		
303 Hawksley,	Diane	A Driver	10/18/1993			Not
Applicable True	165.00	5.00	0.00	0.0		
2555 Iacobucci,	Lisa	Driver	09/17/2001			Not
Applicable True	10.00	-5.00	0.00	0.0		
400 Ianniello,	Charlene	Driver	09/13/1999			Not
Applicable True	180.00	-5.00	0.00	0.0		
2139 Izzo,	Michael	Driver	05/17/1999			Not

Applicable True 94.00 0.00 0.00 0.0

5403 Jeff, Gerald J Driver 10/16/2006 Not

Applicable True 73.00 0.00 0.00 0.0

177 Kingsley, Dale Driver 09/15/1994 Not

Applicable True 6.50 5.00 0.00 0.0

306 Lake, Joanne M Driver 09/20/1988 Not

Applicable True 10.00 5.00 0.00 0.0

1816 Landry, Lori A Driver 09/20/1988 Not

Applicable True 1.50 5.00 0.00 0.0

83 Lataille (Oden), Theresa Driver 09/14/1998 Not

Applicable True 82.00 -5.00 0.00 0.0

385 Lembo (Carlucci), Peggy L Driver 12/15/1986 Not

Applicable True 70.50 5.00 0.00 0.0

3890 Manzi, Carole Driver 09/07/2005 Not

Applicable True 0.00 -10.00 0.00 0.0

1495 Mattera, Patricia A Driver 10/16/1995 Not

Applicable True 100.00 5.00 0.00 0.0

3298 Matteson, Cherri A Driver OS/20/2003 Not

Applicable True 22.50 0.00 0.00 0.0

4311 McDonald, Jayne M Driver 09/15/2005 Not

Applicable True 91.50 0.00 0.00 0.0

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3041 McGinity, Toni M Driver 09/16/2003 Not

Applicable True 2.00 0.00 0.00 0.00		
396 Menard,		Kelly Driver 09/13/1999 Not
Applicable True 20.50 -5.00 0.00 0.00		
1966 Messere,		Robyn Driver 09/06/2000 Not
Applicable True 107.00 0.00 0.00 0.00		
1118 Mesyna,	Rachel	M Driver 02/12/1991 Not
Applicable True 180.00 5.00 0.00 0.00		
2639 Millar,	Elizabeth	A Driver 03/06/2006 Not
Applicable True 81.00 0.00 0.00 0.00		
2395 Moore	(Ead),	Shelly Driver 09/17/2001 Not
Applicable True 16.00 0.00 0.00 0.00		
3954 Notardonato,	Jane	E Driver 09/07/2005 Not
Applicable True 111.00 -10.00 0.00 0.00		
3677 Omara,	Raymond	D Driver 01/11/2005 Not
Applicable True 42.50 5.00 0.00 0.00		
1741 Page,	Lynne	P Driver 09/15/1994 Not
Applicable True 123.50 5.00 0.00 0.00		
3802 Paraisio,	James	J Driver 01 /1 1/2005 Not
Applicable True 124.00 0.00 0.00 0.00		
1818 Pascale,		Kimberlee Driver 10/18/1999 Not
Applicable True 27.00 0.00 0.00 0.00		
3781 Pelland,	Paula	D Driver 09/07/2005 Not
Applicable True 65.50 -10.00 0.00 0.00		
1509 Pelland,	Tammy	A Driver 10/20/1987 Not
Applicable True 35.00 5.00 0.00 0.00		
378 Pellegrino,		Carolyn Driver 09/14/1998 Not

Applicable True 107.00 -5.00 0.00 0.00

273 Pennacchia, Marilyn L Driver 11/18/1991 Not

Applicable True 85.00 5.00 0.00 0.00

1098 Pezza, Donna L Driver 09/23/1986 Not

Applicable True 104.50 5.00 0.00 0.00

1482 Resendes, Carrie Driver 09/13/1999 Not

Applicable True 0.00 -5.00 0.00 0.00

4412 Ricaldy, Aldo R Driver 02/15/2006 Not

Applicable True 34.50 0.00 0.00 0.00

902 Roche, Patricia Driver 05/16/1994 Not

Applicable True 153.00 5.00 0.00 0.00

4700 Ruggiero, Ermano Driver 11/20/2007 Not

Applicable True 50.00 -10.00 0.00 0.00

4269 Saban, Salvador R Driver 11/15/2005 Not

Applicable True 101.00 -5.00 0.00 0.00

677 Saillant, Cynthia Driver 09/13/1999 Not

Applicable True 8.50 -10.00 0.00 0.00

4427 Scapinakis, Karin Driver 10/16/2006 Not

Applicable True 20.50 0.00 0.00 0.00

4434 Sheridan, Kristin M Driver 10/16/2006 Not

Applicable True 7.50 0.00 0.00 0.00

886 Smith, Jean C Driver 12/17/1973 Not

Applicable True 12.50 5.00 0.00 0.00

1407 Sock (Wentzel), Deborah L Driver 09/18/1989 Not

Applicable True 14.50 5.00 0.00 0.00

349 Torregrossa, Annemarie Driver 10/15/1979 Not

Applicable True 108.00 5.00 0.00 0.00

1806 Tourony, Antoinette Driver 09/13/1999 Not

Applicable True 113.50 -5.00 0.00 0.00

3569 Vallesi, Jeannine M Driver 12/16/2003 Not

Applicable True 106.00 5.00 0.00 0.00

Bus

5260 Walker, Joseph E Mechanic 09/21/2009 Not

Applicable True 23.00 -4.00 0.00 0.00

732 Werchadlo, Maureen Driver 09/23/1986 Not Applicable True 1

16.00 5.00 0.00 0.00

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Unused Benefits As Of Date: 07/01/2011

4019 Buteau, Roger Tradesmen 11/22/2004

Plant True 44.00 0.00 0.00 0.0(

340 Dail, Dennis Tradesmen 03/20/1979

Plant True 158.50 1.50 0.00 0.0(

4892 Femino, Joseph A Tradesmen 12/10/2007

Plant True 81.50 -1.00 0.00 0.0(

285 Hogan, Stephen Tradesmen 10/18/1988

Plant True 107.50 1.00 0.00 0.0(

501 Lastarza, Louis Tradesmen 03/08/1993

Plant True 67.00 19.00 0.00 0.0(

1837 Musco,	Paul	M Tradesmen 05/13/1996
Plant True 180.00 8.00 0.00 0.0(
2723 Schiappa,		Franco Tradesmen 02/26/2001
Plant True 39.00 1.00 0.00 0.01		
3123 Tougas,	Ronald	R Tradesmen 03/11/2002
Plant True 180.00 0.00 0.00 0.0(
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EXHIBIT D

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CRANSTON SCHOOL COMMITTEE And THE RHODE ISLAND LABORERS' DISTRICT COUNCIL on Behalf of LOCAL UNION 1322

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund and;

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26,2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PP A"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for

contributions to the Pension Fund adopt one of the schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. The Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.

2. The current contribution rate to the Pension Fund of Fifty-Four (.54—S) cents per hour shall be increased by 10% to the rate of Sixty (.60—) Cents per hour with said increase(s) to be an assignment of employee's wages effective the first pay period following ratification of the Collective Bargaining Agreement between the parties by the Committee and Local 1322 or The Rhode Island Laborers' District Council. On each anniversary of that effective date for the term of the collective bargaining agreement, and any renewals or extensions thereof, the contribution rate then in effect shall be increased by another 10% compounded annually (rounded to the nearest penny) with said increase(s) to be an assignment of employee's wages.

3. With regard to benefits under the Pension fund, the Plan's Preferred Schedule

provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:

(a) Benefit accruals for periods after adoption of the Preferred

Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

(b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PP A to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cashout of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

Dated:

FOR THE EMPLOYER:

CRANSTON SCHOOL COMMITTEE FOR THE UNION:

RI LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1322

Ronald R. Coia, Business Manager

LOCAL UNION 1322

Arthur J. Jordan, Business Manager

Witness Witness

**P:\Active Clients\RFC files\CRANSTON SCHOOL DISTRICTNEGOTIA
TIONS\Local 1322 Bus Drivers Negotiations 2011 11-4388\Addendum
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